

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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BELENDE THELISMOND,

Plaintiff,

-against-

CITY OF NEW YORK, CORRECTIONS OFFICER
TEINO SMITH, CORRECTIONS OFFICER
KRISTOFER GAGEDEEN AND CORRECTIONS
OFFICERS JOHN and JANE DOE 1 through 10,
individually and in their official capacities
(the names John and Jane Doe being fictitious,
as the true names are presently unknown),

Defendants.

JUDGMENT
18-CV-02407(ILG)(RER)

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Defendants City of New York, Correction Officer Kristofer Gagedeen, and Correction
Officer Teino Smith having offered to allow Plaintiff Belende Thelismond to take a judgment
against the City of New York only in this action for the total sum of Six Thousand Five Hundred
and One (\$6,501.00) Dollars, inclusive of One Thousand Five Hundred (\$1,500.00) Dollars in
contribution by Correction Officer Teino Smith, plus reasonable attorneys' fees, expenses, and
costs and Plaintiff Belende Thelismond having accepted said offer; it is

ORDERED and ADJUDGED that judgment is hereby entered pursuant to Rule 68 of the
Federal Rules of Civil Procedure in favor of Plaintiff Belende Thelismond and against the City
of New York only for the total sum of Six Thousand Five Hundred and One (\$6,501.00) Dollars,
inclusive of One Thousand Five Hundred (\$1,500.00) Dollars in contribution by Correction
Officer Teino Smith, plus reasonable attorneys' fees, expenses, and costs.

In accordance with the offer of judgment, this judgment in full satisfaction of all federal
and state law claims or rights that plaintiff may have to damages, or any other form of relief

arising out of the alleged acts or omissions of defendants City of New York, Correction Officer Kristofer Gagedeen, and Correction Officer Teino Smith, or any official, employee, or agent, either past or present, of the City of New York, or any agency thereof, in connection with the facts and circumstances that are the subject of this action.

This offer of judgment may only be accepted up to and including March 15, 2019.

This offer of judgment is made for the purposes specified in Rule 68 of the Federal Rules of Civil Procedure and is not to be construed as an admission of liability by defendants City of New York, Correction Officer Kristofer Gagedeen, and Correction Officer Teino Smith, or any official, employee, or agent of the City of New York, or any agency thereof; nor is it an admission that plaintiff has suffered any damages.

Acceptance of this offer of judgment will act to release and discharge defendants City of New York, Correction Officer Kristofer Gagedeen, and Correction Officer Teino Smith; their successors or assigns; and all past and present officials, employees, representatives, and agents of the City of New York, or any agency thereof, from any and all claims that were or could have been alleged by plaintiff arising out of the facts and circumstances that are the subject of this action.

Acceptance of this offer of judgment also will operate to waive plaintiff's rights to any claim for interest on the amount of the judgment.

Plaintiff Belende Thelismond agrees that payment of Six Thousand Five Hundred and One (\$6,501.00) Dollars within ninety (90) days of the date of acceptance of the offer shall be a reasonable time for such payment, unless plaintiff received medical treatment in connection with the underlying claims in this case for which Medicare has provided, or will provide, payment in full or in part. If plaintiff Belende Thelismond is a Medicare recipient who received medical

treatment in connection with the claims in this case, the ninety (90) day period for payment shall start to run from the date plaintiff submits to counsel for defendants a final demand letter from Medicare

By acceptance of this Rule 68 Offer of Judgment, plaintiff Belende Thelismond agrees to resolve any claim that Medicare may have for reimbursement of conditional payments it has made as secondary payer, and a Medicare Set-Aside Trust shall be created, if required by 42 U.S.C. § 1395y(b) and 42 C.F.R. §§ 411.22 through 411.26. Plaintiff Belende Thelismond further agrees to hold harmless defendants and all past and present officials, employees, representatives and agents of the City of New York, or any agency thereof regarding any past and/or future Medicare payments, presently known or unknown, made in connection with this matter.

Dated: Brooklyn, New York
March 18, 2019

Douglas C. Palmer
Clerk of Court

by: /s/ Jalitza Poveda
Deputy Clerk